

Notice to Offerors

Request for Proposals

1015855

OFFENDER ELECTRONIC MONITORING SERVICES

(GLOBAL POSITIONING SATELLITE AND RADIO FREQUENCY SERVICES)

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS
RFP# 1015855
OFFENDER ELECTRONIC MONITORING SERVICES
(GLOBAL POSITIONING SATELLITE AND RADIO FREQUENCY SERVICES)

April 20, 2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and seven (7) copies of your Proposal must be submitted in a sealed envelope/package no later than 3:00PM on 05/21/2012 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will not be an optional pre-submission conference.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Jay Scopin at (240) 777-5419.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Sarah McRae at (240) 777-9945.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
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or

This is a Construction Contract (See Attachment H):	
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or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
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David E. Dise, Director
Department of General Services

Revised 08/10

RFP # 1015855
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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;

- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP # 1015855

TABLE A. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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RFP # 1015855

TABLE B. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES:

I. BACKGROUND

Montgomery County, Maryland, through the Department of Correction and Rehabilitation (DOCR), provides progressive and comprehensive correctional services through the use of Pre-Trial Supervision.

The Department of Correction and Rehabilitation (DOCR) operates the Pre-Trial Services Supervision Unit (PTSU) as part of the Pre-Trial Services Division. The PTSU is a correctional option that provides assessment and supervision services to both the District and Circuit Courts in Montgomery County, Maryland. The PTSU Supervision Unit is responsible for supervising pretrial offenders in the community who are charged with a wide range of offenses. These offenses range from minor traffic offenses to more/serious offenses such as murder, robbery, rape, sex offense, assault, and domestic violence. PTSU uses Global Positioning Satellite (GPS) and Radio Frequency Services (RFS) to monitor court-ordered offender curfews, domestic violence stay-away orders and sex offenders. The use of these technologies since 2003 has proven to be an invaluable tool to assist correctional staff in monitoring offender compliance, detecting violations of court orders and enhancing public safety. Using a combination of GPS and RFS, the PTSU electronically monitors an average of one-hundred and forty or more offenders on a monthly basis.

II. INTENT

The Montgomery County Department of Correction and Rehabilitation (DOCR) is soliciting Proposals from qualified entities to provide Federal Communications Commission (FCC)-approved electronic monitoring services (Global Positioning Satellite and Radio Frequency Service,) for criminal offenders. The County intends to enter into contract with a single vendor or with two separate vendors for services and equipment as outlined in this Request for Proposal (RFP).

There are two offender electronic monitoring services under this solicitation: 1) Global Positioning Satellite (GPS) Offender Monitoring Service; 2) Radio Frequency Electronic Monitoring Service (RFS). An offeror may submit a proposal for one or for both services. An offeror who intends to respond to both of the offender electronic monitoring services (GPS & RFS) must submit two (2) separate proposals (one for each service). An offeror submitting proposal(s) **must submit one (1) original and six (6) copies (for each proposal). For example, an offeror who is responding for both services must submit a total of 14 proposals (2 originals 12 copies).**

Qualified Offeror(s) is/are required to provide one or both of the following services:

- A. **Global Positioning Satellite (GPS) Offender Monitoring Services** - The DOCR is seeking an offender Global Positioning Satellite (GPS) monitoring system that provides both active and passive tracking capabilities. The DOCR intends to monitor most offenders by use of a Hybrid (Passive/Active) GPS. The GPS system must be designed to track and monitor offenders' movements while in the mandated/authorized areas/zones. The GPS system must be capable of tracking offender movements throughout the community and detect violations or intrusions into unauthorized areas/zones defined by the DOCR or the Court. The GPS system must also detect each offender's presence or absences from mandated/authorized areas (i.e., curfew or home detention). The system must have reporting capabilities to notify DOCR of all offenders' movements in the community and detected violations. The anticipated number of offenders to be monitored/tracked with this technology may range from twenty-five (25) to two-hundred (200) offenders on a continuous basis depending on need. The County is under no obligation to maintain a minimum or maximum number of offenders on the system.

- B. Radio Frequency Services (RFS)** – The DOCR is seeking radio frequency electronic monitoring services (RMS) to monitor offender's presence at fixed locations in the community (typically in each offender's home). This service will be used by PTSU to monitor court-ordered curfews. The anticipated number of offenders to be monitored with this technology may range from fifty (50) to two-hundred (200) offenders on a continuous basis depending on need. The County is under no obligation to maintain a minimum or maximum number of offenders on the system.

The resulting Contractor (s) from this solicitation must provide the County with all equipment necessary for the provision of the monitoring and tracking services as stated in Section III, "Scope of Services/ Specifications/ Work Statement" of the RFP. All resulting contract services will be performed in accordance with the terms and conditions of this RFP.

III. SCOPE OF SERVICES/SPECIFICATIONS/WORK STATEMENT

This statement of work provides for the selected Offeror (also referred to herein as "the Contractor," for purposes of this RFP), to fulfill the performance requirements of the contract. The requirements include stated monitoring services, provision and maintenance of equipment, and compliance with reporting and confidentiality specifications.

The resulting contract will require the Contractor(s) to assume full responsibility for all services stated in this RFP. The Contractor(s) will be responsible for all service coordination and any and all failures and deficiencies resulting from the equipment and services to the County.

The Contractor must provide daily monitoring and tracking services to the County. The Contractor will be paid a daily rate for each service provided to each offender. The Contractor must offer volume discounts. The daily rates are to be listed on the pricing schedules on Attachment I.

A. Scope 1: Global Positioning Satellite (GPS) Offender Monitoring Services

1. General System Requirements

- a. The system must record the offender's movements in the community. The system must be capable of electronically monitoring/tracking an offender's presence at, or absence from, locations within the territory of the United States and other locations that may be specified during specific periods. The monitoring/tracking base system must be a continuous signaling, radio frequency-based transmitter. While the DOCR is seeking passive and active GPS technology, the DOCR prefers a portable Hybrid GPS tracking unit which can be remotely switched from passive monitoring to active monitoring through the contractor(s) software without a need to change the offender's equipment.
- b. The Contractor's monitoring equipment must include a wearable Hybrid (Passive/Active) GPS tracking device for offender monitoring under ISO 9000 and ISO 9001:2008 Certification Standards for quality control.
- c. The Contractor must provide the County with the manufacturer's latest available monitoring equipment technology.
- d. The monitoring equipment must have unique frequencies and identifiers to identify the offender assigned to each individual unit.

- e. The GPS equipment must communicate with the monitoring center through the use of cellular (GSM technology) rather than using a landline base station or installing a landline docking unit in the offender's home to download information to the contractor's database.
- f. The cellular service used by the contractor must be reliable and provide cellular network coverage in all areas of the Baltimore/Washington Metropolitan area. The Contractor must include with their proposal the name(s) of the cellular service their equipment will communicate with throughout the duration of this contract.
- g. Prior to the commencement of the resulting contract(s) and presentation of the monitoring/tracking equipment, the Contractor must certify that the equipment being presented to the County is new and is the manufacturer's latest model. Confirmation of this must be made in writing to the County's Contract Administrator prior to the commencement of this contract. Throughout the life of the contract, the Contractor must provide the County with the latest equipment model, with the County's right of refusal. All equipment provided to the County must have passed final Beta testing and is ready for release to the public.
- h. If the Contractor is not the manufacturer of the equipment to be used in this contract, then the Contractor must insure that the equipment is under warranty and enter into a maintenance agreement to include equipment repair with the manufacturer at the Contractor's expense. If the Contractor is the manufacturer of the equipment, it must provide extended warranty and routine maintenance and repair of its equipment with no additional cost to the County.
- i. The Contractor's equipment must be upgradeable and the County must receive from the Contractor all new revisions, as they become available, at no additional cost to the County.
- j. The Contractor's Proposal must include the equipment specification literature and the warranty information from the manufacturer.

2. Transmitters

- a. The Contractor must provide to the County one (1) Federal Communications Commission (F.C.C)-Certified RF Transmitter for each offender and tethers the offender to a GPS device.
- b. The transmitter must be compatible for attachment to the ankle or wrist of the offender.
- c. The transmitter must weigh no more than eight (8 oz) ounces. The transmitter's signal range must be no greater than 300 feet under normal household conditions with a typical range of 100-150 feet.
- d. The transmitter must emit a signal at least once every 30 seconds. The signal content must identify the offender, power status, and tamper/removal status, and be encrypted to discourage duplication.

- e. The transmitter must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious upon visual inspection.
- f. Transmitter straps must be either adjustable to fit any size offender, or varying-sized straps must be provided as an alternative. The strap must be made of hypoallergenic materials and not made of any metal or steel that may cause injury to either the staff or offenders. Straps and fasteners must not be of a type that is available for purchase to the general public.
- g. The transmitter must be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions.
- h. The transmitter must not pose a safety hazard or unduly restrict the activities of the offender.
- i. The transmitter must have internal battery power to last at least one year without need for recharging or replacement. The Contractor will be responsible for supplying and replacing all defective or worn batteries.
- j. The transmitter must have an indicator that gives a low power signal to indicate that the transmitter battery should be replaced.
- k. The Contractor must provide the County with written instructions on how to install and remove the transmitter from the offender.

3. GPS Tracking Unit

- a. The Contractor must provide an F.C.C. certified monitoring unit (Portable GPS Offender Tracking Unit) that receives radio-frequency signals from a transmitter worn by an offender and transmits data on the offender's monitoring status, to a central monitoring system/facility operated by the Contractor, or directly to the supervising case manager.
- b. The GPS tracking unit must include an internal clock and a memory to store data if communication with the Monitoring Center is disrupted or if AC or backup power fails. If communication with the Monitoring Center is disrupted, the monitoring unit must transmit stored data to the Monitoring Center or case manager as soon as communication is restored.
- c. The Contractor must provide written instructions to the County on how to install/affix tracking units to offenders and how to service the units.
- d. The GPS tracking unit must be equipped with a location verification feature and a tamper notification system to alert the Monitoring Center or case manager of any attempts to enter the unit or alter the routine operation of the unit. The tracking unit must be tamper-resistant.
- e. The GPS tracking unit must receive radio frequency signals from the transmitter worn by offenders.

- f. The GPS tracking unit must be lightweight and weigh less than sixteen (16 oz) ounces. The unit must be easy to carry and/or small enough for the offender to wear/attach to his/her belt.
- g. The portable tracking unit must collect GPS location points at a rate of one or more tracking points per minute. All location points shall be electronically dated, time-stamped and synchronized using the GPS.
- h. The GPS tracking unit must report at a minimum the following status data:
 - i. AC Loss;
 - ii. Transmitter Tamper;
 - iii. Transmitter Low Battery;
 - iv. Inclusion / Exclusion Zone Violations;
 - v. Scheduled Calls;
 - vi. Charge Condition and Time;
 - vii. Missed Call Attempts;
 - viii. Number of Calls Made;
 - ix. Violation of Charge Rules;
 - x. Phone Loss;
 - xi. Battery Back Up;
 - xii. Case Tamper;
 - xiii. RF Exits and Enters;
 - xiv. Location Exits and Enters, and
 - xv. Loss of GPS Signal.
- i. The GPS tracking unit must store four (4) or more days of data.
- j. The GPS tracking unit must operate for no less than sixteen (16) hours on a single battery charge and must not lose any data when the battery is depleted. The contractor must specify the number of charging periods required each day and the length of time, under normal operating conditions, that is required to fully charge the GPS tracking unit.
- k. The Contractor must replace all defective or worn equipment batteries.
- l. The GPS tracking unit must report all power losses, shutdowns, and battery condition to the monitoring center at a minimum of 4 times during any 24 hour time period.
- m. The Contractor must certify that the GPS tracking unit will acquire GPS within two (2) minutes or less when placed in an outdoor environment with a 180 degree view of the sky from horizon to zenith.
- n. The GPS tracking unit must be configurable by the case manager using laptop or desktop computer equipped with a secured internet connection.
- o. The GPS tracking unit must encrypt all data communications.
- p. The GPS tracking unit must have the capability to download all tracking data at the end of each day. However, the County prefers six (6) programmable download periods in each 24-hour period.

q. The GPS system must provide continuous location monitoring of the offender's location within a range of plus or minus 15 meters. The offeror must provide a quality graphical mapping system (including the location of schools, parks, etc.), to view offender's movements in the community

r. The GPS must perform on-demand location requests.

4. Remote Location Monitoring System

a. The Contractor will provide a Remote Location Monitoring System that will receive, record, and store data from all offender's transmitters and portable GPS tracking units. All equipment components and systems must have F.C.C. certification.

b. The Remote Location Monitoring System features may be provided by direct service (the Contractor's own system) or through a subcontractual arrangement between the Contractor and a separate provider, at the Contractor's cost.

c. The Contractor must notify the County of any or all of the following system applicable Key Events as soon as the Contractor receives, records and stores data from the monitoring equipment. The key events include but shall not be limited to:

- i. Unauthorized absence from his or her residence.
- ii. Proximity Violation (Portable Monitoring Unit not receiving Transmitter Signal).
- iii. Inclusion and Exclusion Zone Violations
- iv. Equipment malfunctions (all installed components).
- v. Tampering with equipment (all installed components).
- vi. Power degradation (electrical loss or reserve backup power low).
- vii. Location verification failure (includes loss of GPS signals).
- viii. Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).

d. The Contractor will record and store information obtained about the Key Events at a central location and allows case managers remote access to set up the location parameters and schedules, to view, print, and/or download offender monitoring data, unless the system stores this data locally with the County.

e. The Contractor must provide a real-time hosting environment that allows same-day access to offender data.

5. Data Access by DOCR

a. The Contractor must download and store data from offender GPS monitoring units to the central location at scheduled time periods (six (6) downloads in a 24-hour period is preferred) or, at least at the end of each day.

b. The Contractor must provide a 100% Web/Browser-based software to access offenders' data. The Contractor must make accessible to the County via remote access, the offender's information from the secured internet website 24-hours a day. The remote interface must include a robust PC-based map overlay to enable case managers to set and

view both geographic areas of exclusion and inclusion for specified dates and times, and to enter offender's biographical information and program rules. The software must also allow case managers to view, download, store and print offender's monitoring histories.

6. Monitoring System/Facility

- a. The Contractor must, at a centrally located Monitoring System/Facility, receive, store, and disseminate information generated by the monitoring equipment and systems. Any services provided by the Contractor through a sub-contractual arrangement with a separate company, may be performed at a separate center/facility provided that they encompass an entire system (e.g., programmed contact system, continuous GPS satellite tracking system, and electronic monitoring system). Use of subcontractor should be transparent to the case managers in the remote access environment.
- b. The Contractor (or subcontractor) must maintain a physical facility that meets all applicable Federal, State and Local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community.
- c. The Contractor's Monitoring System and/or Facility must be located in a secure location where access to the system/facility and all records is restricted only to authorized individuals.
- d. The Contractor must maintain a full data backup for the duration of the contract (and for one year thereafter, with full data accessibility to the County). This backup must be updated at least daily and must be stored at a site separate from the primary data storage location.
- e. The Contractor must provide the County with remote and automated access to the monitoring system: Case managers must be able to view, print, download and enter/modify offender's monitoring information (i.e., web-enabled).
 - i. The remotely accessible system must provide a separate management/supervisor interface so that County managers may provide effective oversight of caseworkers accessing the monitoring system.
 - ii. The remotely accessible system must have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system must have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system must provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.
 - iii. Upon the occurrence of any Key Event, the monitoring system must notify the case worker using the caseworker's selected options and schedule by fax, text, email notification.
 - iv. The Contractor must maintain a viable contingency plan for movement to a backup monitoring system that will allow for full functional usage to the County within one hour following a system malfunction.

- v. The Contractor must immediately notify the County of any system failures.

7. System Safeguards of Monitoring System Information

- a. The Contractor must have written security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility. The security safeguards must indicate how Contractor's employees and/or other staff will be monitored and how it plans to maintain the integrity of the security system. The Contractor prior to commencing services on the resulting contract must submit to the County a list of employees authorized to modify/change offender's data or other agency program settings. The employees listed will serve as the County's contacts for modifying/changing offender's data. The Contractor must detail how the company determines and maintains this authorization to employees. The County reserves the right to do background checks on all of the Contractor's employees assigned to this contract and reserves the right to reject any employee for cause.
- b. The Contractor must provide security codes to the County to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee one week prior to the implementation date of the contract.
- c. The Contractor must provide information on monitoring system architecture to include the hardware, software, and power source(s). This must include a description of contingency plans for system failures, such as notifying the County.

8. Training

- a. The Contractor must provide without cost to the County, an initial training session to the County's designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified in this RFP. This training must take place in a location within the County as determined by the County. The training will also include written instructions concerning use of the monitoring system and equipment.
- b. The Contractor must provide additional training as needed and requested by the County at no cost to the County. The County will limit such training to those trainings required in order for the County to properly implement and operate the monitoring program. It is the County's intent not to cause the Contractor any unnecessary costs or inconvenience in providing additional training sessions.
- c. The Contractor (other than the answering of routine questions received over the course of performance) must coordinate all training (on and off-site) with the Contract Administrator of this contract or designee.
- d. The Offeror in response to this RFP must include the proposed training course outline. The course outline shall include (but not be limited to) the following:
 - i. Type of training (Formal Classroom, Staging, Demonstration, User, etc.)
 - ii. Specific course and material to be covered.

- iii. Time duration of classroom training (Number of hours shall not be less than that offered to contractor's service personnel).
- iv. Supporting documentation.

9. Tools

- a. The Contractor must provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter on and off the offender.
- c. The Contractor must provide a supply of brochures, written in both Spanish and English, that will explain to offenders the proper use and operation of the equipment.

10. Overnight Delivery of Required Notices

The Contractor must immediately notify the County in the event of any service interruption. Such notification will be made both telephonically and by e-mail. In the event that such notice is not possible the Contractor will provide delivery of required notices (alerts, daily reports, violations etc) by overnight delivery to the County to prevent any service interruption in case of equipment or communication line failure,

11. Inventory, Spares and Maintenance

- a. The Contractor(s) resulting from this RFP must maintain adequate equipment inventory to meet the needs of the DOCR as specified in this RFP. To measure the ability of the Contractor to meet these objectives, the Offeror's proposal must include the following information:

- 1. The total number of GPS Passive/Active units that the Offeror currently has deployed in the field.
- 2. The current number of GPS Passive/Active that the Offeror has in its warehouse inventory.
- 3. The minimum percentage (%) of GPS Passive/Active inventory maintained by the Contractor in their inventory to meet the expected needs of all customers.
- 4. Contractor will provide the location of all equipment providers/manufacturers.

- b. The contractor must provide to the County a stable inventory of equipment at the County's specified location(s). In case of equipment failure, the County will be responsible for providing replacement equipment to the offender. The Contractor must replenish or increase the inventory within 24 hours after notification of a need from the County. All replacements must be provided by overnight delivery at the Contractor's expense.

- c. The Contractor must maintain all equipment and spares in good operating condition and provide prompt repair or replacement of faulty equipment. The Contractor is responsible for all costs associated with the replacement and shipment of the equipment. At no cost to the County and at locations specified by the County, the Contractor must supply and maintain an adequate inventory of non-durable items, e.g., spare straps and all other necessary parts for attaching and maintaining equipment.

- d. The Contractor must provide at no cost to the County a minimum shelf inventory consisting of twelve (12) spare GPS units and twelve (12) spare transmitters at no cost to

the County. The County will be charged by the Contractor at the time each individual GPS unit is activated. The Contractor, by overnight delivery at no cost to the County, immediately replace equipment to maintain the above described requirement of supplying the minimum shelf inventory of twelve (12) spare working GPS units and twelve (12) working transmitters. The Contractor may, at any time that the spare inventory exceeds twelve (12) GPS units/transmitters, request the County to return the excess equipment at the Contractor's expense.

e. In addition to the twelve (12) spare GPS units, at no cost to the County, the Contractor must supply two (2) complete activated GPS units that will be listed as "Test Clients" in their system that will be stored at the Montgomery County Detention Center. The County will use these two units when the Court mandates an offender must be released from custody with a GPS unit attached before release. The County will be charged once the unit is assigned to an actual offender and the unit is activated.

f. The Contractor must make reasonable efforts to accommodate the County's request for additional inventory when special circumstances dictate.

12. Lost or Damaged Equipment

The County assumes no liability for lost, damaged or replaced equipment that the Contractor provides. The County shall make every reasonable effort to recover lost or damaged equipment and will maintain records as to the efforts undertaken by the County to recover such equipment.

13. Portable RF Monitoring Unit

The Contractor must provide the County with portable RF monitoring units that can detect the presence of and identify offenders wearing a Contractor-supplied transmitter within a 300-foot range. The Contractor, at no cost to the County must supply three portable RF monitoring units.

14. Pricing Requirements

The Offeror must include in its Proposal, a Pricing Schedule for active, hybrid and passive GPS monitoring services as outlined on Attachment I. All Proposals must include volume discount pricing as listed on Attachment I.

B. Scope 2: Radio Frequency Services (RFS)

1. General System Requirements

The County will consider the use of both landline based and cellular based Radio Frequency Electronic Monitoring Systems. The County prefers the use of cellular RFS. The Contractor's Radio Frequency Electronic Monitoring System (RMS) must meet the following requirements:

- a. Continuously detect the presence or absence of the offender at his/her home or any other location specified by the DOCR;
- b. Receive radio frequency signals from participant-worn transmitter;
- c. Use a frequency signal that is not commercially available and used by other household products that may cause interference;
- d. Comply with ISO 9000 and ISO 9001:2008 Standards for design, production,

installation and servicing of electronic monitoring products and services;

- e. Have a base receiver that weighs no more than five (5) pounds and is easy to install in a home environment;
- f. The County prefers cellular based RF monitoring over telephone line data transmission. However, the County will consider the use of both technologies for purposes of this RFP. Contractors cellular based monitoring equipment must communicate with the monitoring center through the use of cellular (GSM technology) to download information to the contractor's database.
- g. The cellular service used by the contractor must be reliable and provide cellular network coverage in all areas of the Baltimore/Washington Metropolitan area. The Contractor must include with their proposal the name(s) of the cellular service their equipment will communicate with throughout the duration of this contract.
- h. Landline based RFS must adapt to a phone line if a phone line is used and have a base receiver capable of full communication to a host computer system and a standard RJ-11-C modular telephone connector and can easily be attached to a standard telephone and AC power source. All telephone calls placed by the contractor's equipment must utilize a toll free number to communicate with the monitoring center. The contractor must provide the toll free telephone number.
- i. Landline based RFS must have receiver capable of seizing a phone line when not in use, and give courtesy tones before seizing the line when it is in use
- j. The contractor must state in its proposal for landline based RFS, what offender supplied landline features will interfere or otherwise not be compatible with the offerors equipment (i.e., voicemail, call forwarding, voice over IP (VOIP), etc.).
- k. Have internal or external antennas to maximize the ability to detect the presence of transmitter signals;
- l. Have adjustable range to accommodate varying home sizes;
- m. Have a landline or cellular base receiver that is easily matched to any transmitter maintained in the inventory provided to the County.
- n. Have the capability to detect and report the following events:
 - i. Unauthorized absences
 - ii. Tamperers
 - iii. Late arrivals and early departures
 - iv. Failure to return
 - v. Loss of AC power
 - vi. Loss of phone service
 - vii. Location verification failure
 - viii. Missed calls from the receiver
 - ix. Low battery from transmitter and receiver
- o. Have programming capability to accommodate varying schedules, as requested

by the County.

p. Each unit must be equipped with a backup battery lasting a minimum of forty-eight hours (48) in the event of power interruption. Individual units must maintain a minimum of ninety-six (96) hours of data to be available to the County in the event of a power outage. Once power is restored, the unit must transmit stored data to the monitoring center.

2. Transmitters

a. The Contractor must provide to the County one (1) F.C.C.-Certified Transmitter for each offender in the form of ankle or wrist bracelet to be affixed to the offender.

b. The transmitter must be appropriate for attachment to the ankle or wrist of the offender.

c. The transmitter must weigh no more than eight (8 oz) ounces. The transmitter's signal range must be no greater than 300 feet under normal household conditions with a typical range of 100-150 feet.

d. The transmitter must emit a signal at least once every 30 seconds. The signal content must identify the offender, power status, and tamper/removal status, and be encrypted to discourage duplication.

e. The transmitter must be capable of being attached to the offender and any effort to tamper with or remove the transmitter must be obvious when visually inspected.

f. The transmitter straps must be adjustable to fit any size offender, if not, then varying-sized straps must be provided as an alternative. The strap must be hypoallergenic and must not have any metal or steel that may cause injury to staff or offender. Strap and fasteners must not be of a type that is available for purchase to the general public.

g. The transmitter must be shock resistant, water and moisture proof, reliable and function well under normal atmospheric and environmental conditions.

h. The transmitter must not pose a safety hazard or unduly restrict the activities of the offender.

i. The transmitter must have internal battery power of at least one year without need for recharging or replacement. The Contractor will be responsible for supplying and replacing all defective or worn batteries.

j. The transmitter must have an indicator that gives a low power signal to indicate that the transmitter power source (battery) is low and should be replaced.

k. The Contractor must provide written instructions on how to install and remove the transmitter from the offender.

3. Remote Location Monitoring System

- a. The Contractor will provide a Remote Location Monitoring System that will receive, record and store data from all radio frequency monitoring units. All equipment components and systems must have FCC certification.
- b. The Remote Location Monitoring System features may be provided by direct service (the Contractor's own system) or through a sub-contractual arrangement between the Contractor and a separate provider, at the Contractor's cost.
- c. The Contractor must notify the County of any or all of the following system applicable Key Events as soon as the Contractor receives, records and stores data from the monitoring equipment. The key events include, but not be limited to:
 - i. Unauthorized absence from his or her residence.
 - ii. Equipment malfunctions (all installed components).
 - iii. Tampering with equipment (all installed components).
 - iv. Power degradation (electrical loss or reserve backup power low).
 - v. Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).
- d. The Contractor must record and store information obtained about the Key Events at a central location and must allow remote access to case managers to set up the location parameters and schedules, to view, print, and/or download offender's monitoring data. However, this may not be necessary if the Contractor's system stores this data locally with the County.
- e. The Contractor must provide a real-time hosting environment that allows same day access to offender's data.

4. Data Access by DOCR

- a. Data from offenders RFS monitoring units must be stored and downloaded to the central location at scheduled time periods or, at least four times each day.
- b. The Contractor's secured internet website must be accessible to case managers via remote access 24-hours a day to enter offender's biographical information and program rules.
- c. The Contractor's software must enable the case manager to view offender's monitoring history through the Contractor's secure internet website.
- d. The Contractor's software must allow the case manager to download, print and store offender's monitoring history.

5. Monitoring System/Facility

- a. The Contractor must, at a centrally located Monitoring System/Facility, receive, store, and disseminate information generated by the monitoring equipment and systems. Any services provided by the Contractor through a sub-contractual arrangement with a separate company, may be performed at a separate center/facility provided that they encompass an entire system (e.g., programmed contact system, and electronic monitoring

system). Use of a subcontractor should be transparent to the case manager in the remote access environment.

b. The Contractor must maintain a physical facility that meets all applicable Federal, State and Local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community.

c. The Monitoring System and/or Facility must be located at a secure location where access to the Center and all records is restricted only to authorized individuals.

d. The Contractor must maintain a full data backup for the duration of the contract (and for one (1) year thereafter, with full data accessibility to the County). This backup must be updated at least daily and must be stored at a site separate from the primary data storage location.

e. Remote Access to Monitoring System: The Contractor must provide to the County and case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information (i.e., web-enabled).

- i. The remotely accessible system must provide a separate management/supervisor interface so that County managers may provide effective oversight of caseworkers accessing the monitoring system.
- ii. The remotely accessible system must have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system must provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.
- iii. Upon the occurrence of any Key Event, the monitoring system must notify the case worker using the caseworker's selected options and schedule by fax, text, or email notification.
- iv. The Contractor must maintain a viable contingency plan for movement to a backup monitoring system that allows for the full functional usage to the county within one hour.

6. Security Safeguards of Monitoring System Information:

a. The Contractor must specify its proposed security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility, which must include how employees and/or other staff will be monitored. After awarding of the contract and prior to commencing services, the Contractor must submit a list of employees authorized to make changes or modify offenders' data and/or program settings. Employees on the list will serve as contacts for case managers when there is a need to change/modify offenders' data. The Contractor must detail how the company determines and maintains this authorization to employees. The County reserves the right to do background checks

on all of the Contractor's employees assigned to this contract and reserves the right to reject any employee for cause.

b. The Contractor must provide security codes to the County to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee prior to the full implementation of this contract.

c. The Contractor must provide information on monitoring system architecture to include the hardware, software, and power source(s). This must include a description of contingency plans for system failures, such as notifying the case manager.

7. Training

a. The Contractor must provide without cost to the County, an initial training session to the County's designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified in this RFP. This training must take place in a location within the County as determined by the County. The training will include written instructions concerning use of the monitoring system and equipment.

b. The Contractor must provide without cost to the County additional training as needed and requested by the County. The County will limit such training to those trainings required in order for the County to properly implement and operate the monitoring program. It is the County's intent not to cause the Contractor any unnecessary costs or inconvenience in providing additional training sessions.

c. The Contractor (other than the answering of routine questions received over the course of performance) must coordinate all training (on and off-site) with the Contract Administrator of this contract or designee.

d. The Offeror in response to this RFP must include the proposed training course outline. The course outline shall include (but not be limited to) the following:

- i. Type of training (Formal Classroom, Staging, Demonstration, User, etc.)
- ii. Specific course and material to be covered.
- iii. Time duration of classroom training (Number of hours shall not be less than that offered to contractor's service personnel).
- iv. Supporting documentation.

8. Tools

The Contractor must provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter from off the offender.

9. Overnight Delivery of Required Notices

The Contractor must provide delivery of required notices (alerts, daily reports, violations etc) by overnight delivery to the County to prevent any service interruption in case of equipment or communication line failure,

10. Inventory, Spares and Maintenance

a. The Contractor(s) resulting from this RFP must maintain adequate equipment

inventory to meet the needs of the DOCR as specified in this RFP. To measure the ability of the Contractor to meet these objectives, the Offeror's proposal must include the following information:

1. The total number of cellular and landline Radio Frequency Electronic Monitoring units that the Offeror currently has deployed in the field.
 2. The current number of cellular and landline Radio Frequency Electronic Monitoring units that the Offeror has in its warehouse inventory.
 3. The minimum percentage (%) of cellular and landline Radio Frequency Electronic Monitoring units in the inventory maintained by the Contractor in their inventory to meet the expected needs of all customers.
 4. Contractor will provide the location of all equipment providers/manufacturers.
- b. The Contractor must provide to the County a stable inventory of equipment at the County's specified location(s). In case of equipment failure, the County will be responsible for providing replacement equipment to the offender. The Contractor must replenish or increase the inventory within 24 hours after notification of a need from the County. All replacements must be provided by overnight delivery at the Contractor's expense.
- c. The Contractor must maintain all equipment and spares in good operating condition and provide prompt repair or replacement of faulty equipment. The Contractor is responsible for all costs associated with the replacement and shipment of the equipment. The Contractor must maintain all equipment and spares in good operating condition and provide prompt repair or replacement of faulty equipment. The Contractor is responsible for all costs associated with the replacement and shipment of the equipment. At no cost to the County and at locations specified by the County, the Contractor must supply and maintain an adequate inventory of non-durable items, e.g., spare straps and all other necessary parts for attaching and maintaining equipment.
- d. The Contractor must provide the County a minimum shelf inventory consisting of twelve (12) spare cellular and twelve (12) spare landline Radio Frequency Monitoring units and twenty four (24) spare transmitters at no cost to the County. The County will be charged by the Contractor at the time each individual RMS unit is activated. The Contractor will, by overnight delivery at no cost to the County, immediately replace equipment to maintain the above required minimum number of working shelf inventory RMS units and transmitters. The Contractor may, at any time that the spare inventory exceeds the minimum shelf inventory of RMS units or transmitters, request the County to return the excess equipment at the Contractor's expense.
- e. The Contractor must make reasonable efforts to accommodate the County's request for additional inventory when special circumstances dictate.

11. Lost or Damaged Equipment

The County assumes no liability for lost, damaged or replaced equipment that the Contractor provides. The County shall make reasonable effort to recover lost or damaged equipment and will maintain records of efforts undertaken by the County to recover such equipment.

12. Portable RF Monitoring Unit

The Contractor must provide the County with portable RF monitoring units that can detect the presence of and identify offenders wearing a Contractor-supplied transmitter within a 300-foot range. The Contractor, at no cost to the County, must supply three (3) portable RF monitoring units.

13. Pricing Requirements

The Offeror must include in the Proposal a Pricing Schedule for Cellular-based Radio Frequency monitoring services as outlined on Attachment I. All Proposals must include volume discount pricing as listed on Attachment I.

C. Court Testimony Preparation and Appearance

1. The Contractor must be available and competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor must have the person or persons with direct responsibility for the information requested, appear and testify on behalf of the County. The costs of travel and any witness fees will be paid by the County as provided for by law and are outside the scope of this contract.
2. The Contractor must notify the County immediately upon receipt of any legal process requiring disclosure of records of offenders.
3. The Contractor must, upon request of the Court, the County, or the Montgomery County State's Attorney's Office, and/or in response to a subpoena, appear and testify in any legal proceedings convened by the Court. Reimbursement for subpoenaed testimony will be paid by the County and will be based on the County's established Witness Fee and Expense Schedule. The County agrees to provide any necessary consent/release forms that federal, state, or local law may require.

D. Ethical Standards

1. The Contractor and its employees must avoid compromising relationships with offenders, their families, and the County's staff. The Contractor must immediately report any conflicts of interest, improprieties, or the appearance thereof, to the County.
2. The Contractor's staff providing services under the resulting contract must meet sufficient standards of integrity, to ensure that the confidentiality of offenders' records are not compromised. The Contractor must ensure that its staff does not disclose information to any third party without a written authorization from the County.

E. Quality Control Program

The Contractor must have a formal Quality Control Program in place that will detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract to the County. The Quality Control Program will include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service described herein.

F. Equipment and Service Upgrades/Improvements

The Contractor for the entire term of this contract must offer the County the most recent generation of equipment. The County retains the right to refuse the upgrade. All equipment provided under this contract must have passed final *Beta* testing and be ready for release by the

manufacturer to the public. All equipment and service upgrades or changes must be approved in writing by the County.

G. Inspection of Contractor's Facilities

The Contractor must permit the County to physically inspect the Contractor's Monitoring Center and Facilities. If a subcontractor is used, the Contractor must obtain permission for the County to physically inspect the subcontractor's Monitoring Center and facilities.

IV. CONTRACTOR QUALIFICATIONS

- A. The resulting awardee(s) of contract(s) from this RFP process must have at least three (3) years recent related experience and currently be in the business of providing electronic monitoring services to community corrections and/or criminal justice organizations. **The Offeror's Proposal must include information detailing past experience with no less than six (6) projects and pertinent resources and shall include the information required below.**
- B. An overview of Offeror's experience rendering services as stated in Section C-"Scope of Services" (III. A-D) of this RFP. The overview shall include a description of the services rendered/offered; length (# of years) of service, current number of clients and their geographic locations etc.
- C. The Offeror shall describe the corporate resources available to support the resulting contract and provide a listing of employees (with a brief summary of each person's experience and technical background) that will be engaged in the installation, repair, maintenance and system trouble shooting of the proposed system.
- D. The Offeror must provide six (6) references (three (3) current and three (3) former) clients as references. These references must be able to substantiate in writing to the County the Offeror's ability to manage projects of comparable size and complexity, Offeror's quality and breadth of service.
- E. The Offeror, in addition to completing "Attachment A" of this RFP, must include and complete on separate sheet(s) labeled "**Attachment A – Supplement**" the following information for each of the six (6) past/present clients listed on Attachment A as references:
 - 1. Name of Organization;
 - 2. Name, Title and Telephone Number of a Contact Person for the Organization;
 - 3. Contract Value (\$), Type, and Duration;
 - 4. The total number of offenders serviced by the contract;
 - 5. Kind of services provided; scope of work of the contract, and the geographic area serviced;
 - 6. Were/are performance objectives (being) satisfied?
 - 7. Were improvements made to systems (e.g., reduction in operation/maintenance costs while maintaining or improving (current) performance levels);

8. State reason(s) for no longer providing services to the organization (if Offeror no longer provides services).

F. Offerors submitting proposals (GPS and/or RFS) must have quality systems and standards in place that conform to the quality systems standards of ISO 9000 and ISO 9001:2008 for Design, Production, installation and Electronic Monitoring Products and Services. **The Offeror must submit a copy of each Certificate with its proposal.**

G. Offerors who are distributors/resellers of the manufacturer's GPS and RFS equipment must submit with their proposal a separate ISO 9000 and ISO 9001:2008 Certificate.

V. CONTRACTOR RESPONSIBILITY

The Contractor's responsibilities include (but are not limited to) providing monitoring services, monitoring equipment and maintenance and compliance with reporting and confidentiality specifications. The Contractor is responsible for all service coordination, failures and deficiencies of the monitoring equipment, and for all services stated in this RFP's Scope of Services.

VI. COUNTY RESPONSIBILITY

A. The County shall be solely responsible for the actions or conduct of all individuals equipped with the Contractor's monitoring device; however, the County is not responsible for equipment damage or loss. The County shall make every reasonable effort to reacquire equipment not returned by offenders. The County shall require each offender taking possession of the equipment to sign an "Agreement to Accept Financial Responsibility for Damages" document. This Agreement documents the equipment, the offender is issued and by the offender's signature, acknowledges financial responsibility for the equipment.

B. The County shall fully cooperate with the Contractor's defense for lost of damage equipment claims or lawsuits with respect to any offender who participates in the Department of Corrections and Rehabilitation offender tracking and monitoring programs.

C. Wherever possible, case managers and other County staff will use government furnished electronic communications transmission systems and protocols (e.g., File Transfer Protocol (FTP), Hyper Text Transport Protocol (HTTP), or email) to send and receive monitoring information to and from the Contractor. The County is responsible to provide to its staff, remote equipment for transferring monitoring information.

VII. RECORDS AND REPORTING

A. For the term of the resulting contract, the Contractor must maintain for inspection and examination by authorized County personnel, all offenders' records associated with the contract. At the end of the contract term, all offenders records will become the exclusive property of the County and the Contractor must submit all records to the County in readable format.

B. The Contractor must provide the County access to the monitoring system. The following items shall be remotely accessed as needed by the County:

1. Enrollments/terminations.

2. Number of Offenders monitored at anytime requested by the County.
3. Offender's schedule changes and alerts.
4. Alerts of specific key events.

C. The Contractor resulting from this RFP, must designate a Contract Contact Person to respond to County requests within one business day. The Contract Contact Person will be the initial point of contact and will coordinate all matters under the contract. The Contractor must also designate a back-up person to the Contract Contact Person to handle inquiries and requests in the absence of the Contract Contact Person. Failure by the Contractor to provide a reliable contact person will be considered violation of the terms and conditions of the contract and may be grounds for the County to terminate this contract. **(NOTE: The Offeror's Contract Contact Person is expected to participate in the Interview for this RFP - See Evaluation Criteria for Interviews.)**

SECTION D - PERFORMANCE PERIOD

1. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) times for one (1) year each.

At the end of the contract term, the Contractor shall cooperate with the County and any new contractor who may be awarded the contract for this service, for a smooth transition of service and equipment replacement.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

I. PROCEDURES

- A. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below:
- 1) under Section E. II. A. for the proposals submitted for Scope 1 - Global Positioning Satellite (GPS)
Offender Monitoring Services;
 - 2) under Section E.II..B. for the proposals submitted for Scope 2 - Radio Frequency Services (RFS).
- The QSC will also review an offeror for responsibility.

B. Vendor interviews will be conducted with the four highest rated offerors of GPS services and four highest rated offerors of RF services, based on the QSC's score for each written proposal. The evaluation criteria that will be utilized for the interview are listed below under Section E.II.E. The QSC will also review an offeror for responsibility.

C. On the day of the vendor's presentation, vendor must provide both their hardware and software to the County for a test period of 21 days. The vendor will provide access and training on the software. The vendor will also provide one full set of each type of electronic monitoring equipment that they present (GPS, RF cellular, RF landline) to the County. Upon completion of the test period the test unit(s) will be returned to the vendor through UPS or FedEx at the vendor's expense.

The equipment and software of the four highest rated offerors for GPS service will be evaluated and tested for twenty-one (21) days utilizing the criteria listed below under Section E.2.c.

The equipment and software of the four highest rated offerors for RFS service will be evaluated and tested for twenty-one (21) days utilizing the criteria listed below under Section E.2.d.

D. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined Written, Interview and Equipment Evaluating/Testing score and its responsibility determination for each scope of service defined in the solicitation;

E. The Using Department Head will review and forward the QSC recommendation(s) with concurrence, objection, or amendment to the Director, Department of General Services.

F. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation(s).

G. Upon approval of a recommended award to a proposed awardee, for each service, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee(s). For each Scope of Service (Scope 1 - GPS and/or Scope 2 - RFS), if a contract cannot be successfully negotiated with a proposed awardee, the Using Department will proceed to negotiation with the next highest ranked offeror for each Scope of Service after obtaining approval from the Director, Department of General Services. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.

H. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).

I. The County reserves the right to cancel the solicitation in whole or in part. The solicitation cancellation will be publicly posted.

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SECTION E – METHOD OF AWARD/EVALUATION CRITERIA (continued)**II. EVALUATION CRITERIA****POINTS****A. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals for Scope 1 - Global Positioning Satellite (GPS) Offender Monitoring service based on the following criteria.

1. Experience in and qualifications for providing Passive, Active and Hybrid GPS Offender Monitoring Services in a community corrections environment, to meet the requirements as specified in this RFP	35
2. Offeror's ability to provide passive, active or hybrid GPS monitoring services	25
3. Offeror's ability to provide GPS equipment that has completed final testing and has been released to the public for use.	10
4. Offeror's ability to maintain a quality control program which detects errors in monitoring and provides for quality assurance for the GPS services provided to the County.	10
5. Offeror's ability to provide GPS equipment that meets ISO 9000 and ISO 9001:2008 Certification standards for quality control	10
6. Offeror's ability to provide portable GPS tracking units that weigh less than 16 ounces.	10
7. Offeror's ability to provide portable GPS tracking devices capable of storing four (4) or more days of tracking information	15
8. Offeror's ability to maintain a Remote Location Monitoring System that meets all of the requirements as specified in this RFP.	10
9. Offeror's ability to maintain a monitoring system/facility that meets all of the requirements as specified in this RFP	10
10. Offeror's ability to provide secure, web-based "real-time" access to stored GPS offender's data as specified in this RFP	10
11. Offeror's ability to provide a robust quality graphical mapping system (including the location of schools, parks, etc.), to view offender's movements in the community	15
12. Offeror's ability to provide portable Radio Frequency monitoring units as specified by this RFP.	10
13. Offeror's ability to provide RF ankle/wrist transmitters which tethers the offender to a GPS device and that meets all of the specifications of this RFP.	10
14. Offeror's ability to provide quality initial training and reoccurring/additional training to staff as specified in this RFP.	15
15. Offeror's ability to provide twelve (12) spare GPS tracking units and transmitters as specified in this RFP.	40
16. Offeror's ability to maintain adequate equipment inventory levels to meet the County's needs as specified in this RFP.	35
17. Offerors ability to supply two (2) complete activated GPS units that will be listed as "Test Clients" in their system as specified in the RFP.	10
18. Offeror's ability to assume all liability for lost or damaged GPS equipment as specified in this RFP.	40
19. Fully Burdened Daily Monitoring Rates (See Attachment I)	130

Highest possible QSC score for written proposal evaluation: Scope 1 - Global Positioning Satellite (GPS) Offender Monitoring Service.

450

SECTION E – METHOD OF AWARD/EVALUATION CRITERIA (continued)**II. EVALUATION CRITERIA****POINTS****B. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals for Scope 2 - Radio Frequency Electronic Monitoring (RFS) service based on the following criteria.

1. Offeror's qualification and experience providing Radio Frequency Services in a community corrections environment to meet the requirements as specified in this RFP.	35
2. Offeror's ability to provide cellular-based radio frequency offender monitoring services that meets all requirements as specified in this RFP.	25
3. Offeror's ability to provide RF equipment/systems that meets ISO 9000 and ISO 9001:2008 certification standards for quality control.	10
4. Offeror's ability to provide a Remote Location Monitoring System that meets all requirements as specified in this RFP.	10
5. Offeror's ability to provide a Monitoring/System Facility which meets all requirements as specified in this RFP.	10
6. Offeror's ability to provide quality initial training and reoccurring/additional training to staff as specified in this RFP.	15
7. Offeror's ability to provide secure, web-based "real-time" access to stored offender's monitoring data as specified in this RFP.	10
8. Offeror's ability to maintain a quality control program that detects errors in monitoring and for quality assurance Radio Frequency Electronic Monitoring services.	10
9. Offeror's ability to provide RF ankle/wrist transmitters that meets all of the specifications of this RFP.	10
10. Offeror's ability to maintain adequate equipment inventory levels to meet the needs of the County as specified in this RFP.	35
11. Offeror's ability to provide twelve (12) spare Radio Frequency Monitoring units as specified in the RFP	40
12. Offeror's ability to provide portable Radio Frequency monitoring units as specified by this RFP.	10
13. Offeror's ability to assume all liability for lost or damaged RF equipment as specified in this RFP.	40
14. Fully Burdened Daily Monitoring Rates (See Attachment I)	130
Highest possible QSC score for written proposal evaluation: Scope 2 - Radio Frequency Electronic Monitoring Service (RFS)	390

SECTION E – METHOD OF AWARD/EVALUATION CRITERIA (continued)**II. EVALUATION CRITERIA****POINTS****C. Equipment Evaluation/Testing – Scope 1 - Global Positioning Satellite**

1.	Effectiveness of Offeror's system/equipment to monitor/track and give clear and concise offender's presence or absence at specified locations in the community	25
2.	Offeror's software ability to accommodate remote switching the equipment from passive to active GPS mode without the need to change equipment.	15
3.	Offeror's GPS equipment ability to effectively communicate with host computer to download offender's information.	20
4.	Offeror's GPS portable tracking device ability to effectively track offender's movements in the community.	20
5.	Offeror's software ability to facilitate entry of offender's data, set geographical inclusion and exclusion zones and set program rules as specified in the RFP.	25
6.	Offeror's software ability to facilitate the downloading, printing and storing of offenders' histories as specified in this RFP.	10
7.	Offeror's GPS software ability to create custom zones of varying shapes and sizes.	10
8.	Offerors GPS tracking unit operates for no less than sixteen (16) hours on a single battery charge and must not lose any data when the battery is depleted.	20
	Highest possible QSC score for Equipment Testing evaluation: Global Positioning Satellite (GPS) Monitoring Service.	145

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SECTION E – METHOD OF AWARD/EVALUATION CRITERIA (continued)**II. EVALUATION CRITERIA****POINTS****D. Equipment Evaluation/Testing – Scope 2 - Radio Frequency**

1.	Offeror's ability to provide Radio Frequency Monitoring System to the County capable of effectively detecting the presence or absence of offenders at specific or specified locations in the community.	30
2.	Offeror's ability to provide Radio Frequency equipment operating on a reliable cellular network to transmit and receive offender data.	30
3.	Offeror's software ability to facilitate the downloading, printing and storing of offenders' histories as specified in this RFP.	10
4.	Offeror's software capable of allowing access to enter offender's data, change offender's data, monitoring parameters, and set program rules as specified in the RFP.	20
5.	Offeror's ability to provide easy to install receivers weighing no more than five (5) pounds.	20
6.	Offeror's ability to provide Radio Frequency equipment with adjustable ranges to accommodate varying home sizes; has programming capability to accommodate varying schedules and capable of receiving radio frequency signals from transmitter worn by offender.	20
7.	Offeror's capability to provide a cellular RF unit equipped with a backup battery that lasts a minimum of forty-eight hours in the event of a power interruption and then transmit all stored data to the monitoring center once power is restored.	30
8.	Offeror's ability to provide a transmitter that meets the specifications as stated in this RFP; provide written instructions for installing and removing the transmitter on and off the offender. Offeror's ability to provide a transmitter weighing less than eight (8) ounces.	15
Highest possible QSC score for Equipment Testing evaluation: Radio Frequency Electronic Monitoring Service (RFS).		175

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II EVALUATION CRITERIA		POINTS
E. Interview Evaluation Criteria (Scopes 1 & 2) The QSC will evaluate the interviews based on the following criteria.		
1.	Offeror's ability to articulate the understanding of the County's program and needs as outlined in this RFP	30
2.	Discussion of Offeror's education, knowledge, experience and ability to meet the needs of the County as specified in this RFP.	30
3.	Presentation/demonstration of proposed system, software and equipment.	70
4.	Assessment of Offeror's communication skills (i.e. knowledge of equipment, ability to articulate and problem-solving abilities).	30
5.	Discussion of Offeror's proposed plan to deliver and integrate its system(s) into the County's program(s) with minimal disruption to ongoing operations/programs	20
Highest Possible QSC Score for Interview Evaluation:		180

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

For each proposal being submitted (GPS and/or RF), Offerors must submit one (1) original and six (6) copies of each Proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposal must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the Proposal.
At least six (6) references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County (see Attachment A).
- c. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- d. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- e. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- f. Minority Business Program and Offeror's Representation - Attachment C

- g. Answers to questions outlined in Section C. IV, E. – See Attachment A."Supplement", Page A2
- h. Resume (of each person that will be assigned to the resulting contract – Management and staff) indicating educational background and prior work experience. Include an overview of each work experience describing the services rendered, length of (# of years) service, number of clients' services and the geographic locations, etc.
- i. Offeror's complete plan for providing Scope 1 - Global Positioning Satellite (GPS) Offender Monitoring Services to the County in accordance with the details specified in this RFP (if applicable).
- j. Offeror's complete plan for providing Scope 2 - Radio Frequency Services (RFS) Offender Monitoring Services to the County in accordance with the details specified in this RFP (if applicable).
- k. Responses to: Contractor Qualifications
- l. Pricing Schedule – Attachment I
 - i. Scope 1 - GPS Monitoring Services
 - ii. Scope 2 - RF Electronic Monitoring Services

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.
- e. Awardee must submit a list of its authorized employees who will make changes or modify offenders' date, etc.

SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be Jay Scopin @ (240) 777-5419

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not,

without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

**ATTACHMENT A
SUPPLEMENT**

SECTION III. I. 1.d.

☐ Current Client
☐ Former Client

1. Name of Organization: _____
2. Name of Contact Person: _____ Title: _____
Telephone Number: _____
3. Contract Value: \$_____ Type of Contract: _____
Contract Duration: _____/yrs; _____/mos.
4. Total Number of Offenders Serviced by the Contract: _____
5. Kind of Services provided: _____

Scope of Work of the contract: _____

Geographical Area Serviced: _____
6. Were/Are performance objectives (being) satisfied? _____
7. Were improvements made to systems (e.g., reductions in operation/maintenance costs) while maintaining or improving (current) performance levels? _____

8. State reason(s) for no longer providing services to the organization (if Offeror no longer provides services): _____

OFFEROR: Please copy this form and complete form for each of the 6 client-reference.

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		Alexandria, Virginia			Manassas Park, Virginia
		Alexandria Public Schools			Maryland-National Capital Park & Planning
		Alexandria Sanitation Authority			Commission
		Arlington County, Virginia			Metropolitan Washington Airports Authority
		Arlington County Public Schools			Metropolitan Washington Council of
		Bladensburg, Maryland			Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Transportation
		District of Columbia Public Schools			Commission
		District of Columbia Water & Sewer			Prince George's County, Maryland
		Authority			Prince George's County Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service
		Falls Church, Virginia			Authority
		Fauquier County Schools & Government,			Rockville, Maryland
		Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Sewage Authority
		Greenbelt, Maryland			Vienna, Virginia
		Herndon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit
		Loudoun County, Virginia			Authority
		Loudoun County Public Schools			Washington Suburban Sanitary Commission
		Loudoun County Sanitation Authority			Winchester, Virginia
		Manassas, Virginia			Winchester Public Schools
		City of Manassas Public Schools			

Vendor Name

RFP # 1015855
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – "Minority Contracting" Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- B. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

_____ Date: _____

MFD Program Officer

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

_____ Date: _____

Director
Department of General Services

Director
Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Electronic Monitoring (Radio Frequency) and Global Positional Satellite (GPS) Services

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***two million dollars (\$2,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Correction and Rehabilitation / Jannie Bright Davies
22880 Whelan Lane
Boys, Maryland 20841

ATTACHMENT G**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H**Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any Subcontractors. The Contractor and any Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.

15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

ATTACHMENT I PRICING SCHEDULE

The Daily Rates must be fully burdened to include all costs for overhead, benefits and profit.

i. PRICING SCHEDULE Scope 1 - GPS MONITORING	DAILY RATE / OFFENDER Passive GPS	DAILY RATE / OFFENDER Active GPS
0-25 Offenders		
26-50 Offenders		
51-100 Offenders		
101-150 Offenders		
151-200 Offenders		

i. PRICING SCHEDULE Scope 1 - GPS MONITORING	DAILY RATE / OFFENDER HYBRID GPS	
0-25 Offenders		
26-50 Offenders		
51-100 Offenders		
101-150 Offenders		
151-200 Offenders		

ii. PRICING SCHEDULE Scope 2 - RF ELECTRONIC MONITORING SERVICES	DAILY RATE / OFFENDER CELLULAR BASED RF	DAILY RATE / OFFENDER LANDLINE BASED RF
0-25 Offenders		
26-50 Offenders		
51-100 Offenders		
101-150 Offenders		
151-200 Offenders		